the fact that the subsequent payments on account would seem to ratify the contract as it existed in its written form. *Bell v. Keepers* (1888) 39 Kan. 105; *Dennis v. Jones* (1888) 44 N. J. Eq. 513; *Blackman v. Wright* (1897) 169 U. S. 243.

R. L. S.

GUARDIAN AND WARD—TRUST COMPANY AS GUARDIAN OF THE PERSON.—MURPHREE V. HANSON (1916) 72 So. (ALA.) 437.—Letters of guardianship had been issued to a trust company whose charter provided that it might act as guardian. The respondent as its agent had taken personal charge of the infant. Suit was then brought by the nearest relative of the child to be appointed its guardian. *Held,* that the letters to the corporation were void so far as they purported to give authority and control over the person.

At common law a corporation could not act as guardian, administrator, or even as trustee; but it may do so by legislative authority. *Equitable Trust Company v. Garis* (1899) 190 Pa. St. 544; *Johnson v. Johnson* (1889) 88 Ky. 275. Charter grants of privileges to corporations should be construed strictly. *Chenango Bridge Company v. Binghampton Bridge Company* (1865) 3 Wall (U. S.) 51. However, where a power is expressly and unambiguously stated, the courts should give effect to it. *Louisville & Nashville Ry. v. Gaines* (1880) 3 Fed. 266. To claim in the principal case, in which the corporation is given power to "act as executor, administrator, guardian, and receiver," that guardianship of the estate only and not of the person is meant, seems to place a strained construction upon the statute. It is the duty of the courts to construe laws, not to create or amend them under the guise of construction. *Ex parte Pittman* (1909) 31 Nev. 43. The objections to entrusting the person of a minor to the custody of a corporation are not necessarily vital and may prove altogether imaginary. *Minnesota Loan & Trust Company v. Beebe* (1889) 40 Minn. 7.

F. L. McC.

MUNICIPAL CORPORATIONS—NUISANCE—POWER TO ABATE—FOWLS RUNNING AT LARGE.—MERRILL V. CITY OF VAN BUREN (1916) 188 S. W. (ARK.) 537.—A statute gave cities and towns power to prevent injury and annoyance within the limits of the corporation from anything offensive, etc., and power to cause any nuisance to be abated. An ordinance was passed declaring the running at large of fowls within the corporation limits unlawful and a nuisance, and making their owner guilty of a misdemeanor. *Held,* that the ordinance was valid. McCulloch, C. J., *dissenting.*

Such general authority as that conferred by the above statute does not empower a municipal corporation to declare a nuisance *per se* anything not such at common law. *State v. Indianapolis Union Ry. Co.* (1903) 160 Ind. 45. But public nuisances are not confined to nuisances *per se, i. e.,* to wrongs in derogation of public morals and decency, whose location and results are immaterial. They also comprise a class of things which by virtue of their location or the extensiveness of their results

have a common injurious effect upon many. *Ex parte Foote* (1901) 70 Ark. 12. These latter also, a municipality may prohibit generally, *e. g.*, the growth of high weeds on city lots, *City of St. Louis v. Galt* (1903) 179 M. 8; or the maintenance of a jackass within the hearing of the populace, *ex parte Foote, supra.* That is, the courts will sustain a liberal discretion in declaring a given thing, innocent in itself, to be always a nuisance in given circumstances. But should a municipality, overstepping its discretion, prohibit by ordinance, as a nuisance, a thing capable of being inoffensively conducted, any abatement must take place not as of a prohibited thing under the ordinance, but as of a nuisance at common law on the facts of the individual case. See *People v. Busse* (1909) 240 Ill. 338. The decision of the principal case might be maintained on the ground that the use of the streets may be prohibiited for any purpose except those for which highways are commonly and necessarily used. *State v. Iams* (1907) 111 N. W. (Neb.) 604. But the argument of the dissent seems the sounder: unrestrained chickens are not nuisances *per se*, nor yet in a class with the jackass; and are not therefore, to be prohibited sweepingly, but should have their offensiveness determined in each particular set of circumstances.

K. N. L.

PUBLIC SERVICE CORPORATIONS—DISCONTINUANCE OF SERVICE WITHOUT NOTICE—TENDER OF PAYMENT.—LITTLE ROCK RY. & ELECTRIC CO. v. LEADER CO. (1916) 188 S. W. (ARK.) 1182.—An electric company's contract with the consumer provided for discontinuance without notice upon non-payment of its bill within ten days from date of bill. The company discontinued service after more than ten days had elapsed, although the consumer tendered payment of the proper amount at that time. *Held*, that the consumer was entitled to notice and a reasonable opportunity to pay before discontinuance despite the terms of the contract.

A public service corporation under the power to make reasonable regulations concerning service, may require payment in advance. Jones, *Telegraph and Telephone Companies*, sec. 431. And it is not a discrimination to require this of some, while extending credit to others. *Vaught v. East Tennessee Tel. Co.* (1910) 128 Tenn. 318. As to indebtedness already incurred, the majority rule is that a company may refuse to furnish former consumers until it is paid. *State ex rel. Latshaw v. Duluth* (1908) 105 Minn. 472; *Buffalo County Telephone Company v. Turner* (1908) 82 Neb. 841. The minority view is that public service corporations must supply customers who are willing to pay for future services, even though they refuse to pay for past ones. *Crumley v. Watauga Water Co.* (1897) 99 Tenn. 420. This theory, that insistence upon payment of past debts before continuing service is an unreasonable discrimination on the part of public service corporations, has been followed by Arkansas. *Southwestern Tel. & Tel. Co. v. Murphy* (1911) 100 Ark. 546; *Southwestern Tel. & Tel. Co. v. Danaher* (1912) 102 Ark. 547. The latter decision was reversed on the ground that a fine imposed on the company was without due process of law, the U. S. Supreme Court arguing strongly by way of dictum, that the regulation was reasonable. *Southwestern*